

**SCHOOL DISTRICT OF MANAWA
POLICY & HUMAN RESOURCES COMMITTEE MEETING
AGENDA**

Join Hangouts Meet

meet.google.com/ihh-trkw-zzb

Join by phone

+1 541-876-6252 PIN: 763 783 970#

Date: April 7, 2020

Time: 5:30 p.m.

**MES Board Room
800 Beech St., Manawa**

Board Committee Members: Pethke (C), Forbes, J. Johnson

In Attendance:

Timer: _____ **Recorder:** _____

1. COVID-19 Special Update (Information / Action)
2. AG4440C - Use of School Vehicle for School Business (Information / Action)
 - a. Use of Criminal Background Check
 - b. Review Precedence
3. AG4141 Criminal Background Check Procedure (Information / Action)
4. 1st Reading of Fitness Center Guidelines (Information / Action)
5. School Calendar for 2021-22 School Year (Information / Action)
6. Policy & Human Resources Committee Planning Guide (Information)
7. Set Next Meeting Date
8. Next Meeting Items:
 - a. Previously Tabled Vol. 29 No. 1 policies 2370, 3122.01, 4122.01, 7540, 7540.02, 7540.04 and 7544
 - b.
7. Adjourn



Book Policy Manual
Section Continued Operations Amid COVID-19 Implications
Title REVISED BYLAW - COVID-19 SPECIAL UPDATE - VOTING
Code po0167.1
Status Proposed to Policy & Human Resources Committee
Adopted October 1, 2015
Last Revised June 19, 2017

REVISED BYLAW - COVID-19 SPECIAL UPDATE

0167.1 - VOTING

All regular and special meetings of the Board shall be conducted in public. No act shall be valid unless otherwise required by law or Board bylaw consistent with law, and a proper record made of the vote. **A Board member's presence at a meeting includes his/her presence if attending by telephone or other manner of remote access, so long as such remote access is compliant with State law. Remote access during quasi-judicial functions (e.g. termination hearings, expulsions) may be permitted after consultation with legal counsel.**

{OPTION}

The Board's meetings shall normally be held at a location within the School District boundaries at a location that may accommodate public attendance. However, the Board authorizes the Board President to determine in certain circumstances that it is necessary or appropriate to hold a regular or special Board meeting by means of remote or virtual participation in the event that emergency circumstances justify such action. The Board President and Board Clerk shall cause such meetings to be noticed accordingly and assure that such notice contains explicit instructions concerning the method or methods of remote public access to the Board meeting and may include remote Board member participation in such meetings. Any meeting held under this provision may include voting as any other Board meeting may and such votes shall not be invalid because of the remote or virtual nature of the meeting.

The Board President will assure that consideration is given to providing the broadest scope of public access to the meeting where no central location for the meeting at which the public may gather is provided. This may include multiple different technology options so that the lack of technology access for members of the public does not prevent the ability to attend. The Board president shall conduct the meeting so as to facilitate public understanding of the proceedings, including requiring members to identify themselves before speaking, and limiting instances of multiple members speaking at the same time to the extent possible.

{END-OPTION}

Any Board member's decision to abstain shall be recorded and be deemed to acquiesce in the action taken by the majority. In situations in which there is a tie vote and the abstention represents the deciding vote, the motion shall fail for lack of a majority.

All actions requiring a vote

shall be conducted by roll call

may be conducted by voice, a show of hands, or roll call

provided that the vote of each member be recorded. Proxy voting shall not be permitted. Any member may request that the Board be polled.

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Book	Policy Manual
Section	Continued Operations Amid COVID-19 Implications
Title	NEW POLICY - SPECIAL UPDATE - CORONAVIRUS DISEASE (COVID-19) - MARCH 2020 - EPIDEMICS AND PANDEMICS
Code	po8420.01
Status	Proposed to Policy & Human Resources Committee

NEW POLICY - SPECIAL UPDATE - EPIDEMICS AND PANDEMICS - MARCH 2020

8420.01 - EPIDEMICS AND PANDEMICS

Epidemics and pandemics, although related, are different. The Centers for Disease Control and Prevention (CDC) defines an epidemic as "an increase, often sudden, in the number of cases of a disease above what is normally expected in that population in that area," and a pandemic as "an epidemic that has spread over several countries or continents, usually affecting a large number of people." To address epidemics and pandemics, the District Administrator shall establish an Epidemic/Pandemic Response Team ("EPRT") to develop an Epidemic/Pandemic Plan in coordination with local government and law enforcement officials. The EPRT may work as part of or in coordination with the Environmental Safety Committee and the plan developed in accordance with Policy 8405 - Environmental Health and Safety Program. () District administration is granted authority to take appropriate action as required in any instance where the District's plan is inadequate or does not cover the particular situation being addressed, and the urgency of the situation dictates the necessity for immediate decisive action.

The Epidemic/Pandemic Plan should include:

- A. a communication method for school schedule changes, busing changes, and school closures;
- B. a designee responsible for communicating with the Wisconsin Department of Public Instruction, the Wisconsin Department of Health Services and other governmental entities;
- C. an educational pandemic prevention program for staff and students;
- D. provision for the business office to maintain continuity of operations during an epidemic or pandemic;
- E. provision for distance-based learning for students (i.e., Internet instruction, community channel broadcast) to maintain continuity of education;
- F. procedures for preventing the spread of infectious diseases during an epidemic or pandemic, including routine cleaning of school sites;
- G. procedures for staff and student absences and extended leaves of absence due to an epidemic or pandemic;
- H. procedures for isolation and possible transportation of students and staff who become ill at school due to an epidemic or pandemic;
- I. a plan of communication regarding epidemic and pandemic status to students, parents, and staff, including any restrictions imposed on staff or students upon travel to affected areas, which may include quarantine periods if recommended by authoritative health agencies;
- J. a plan for operating the District with less staff due to an epidemic or pandemic;
- K. a designee responsible for establishing timelines within the Epidemic/Pandemic Plan and ensuring that such timelines are met and implementation of the plan occurs;
- L. other emergency procedures necessary for the District to deal with an epidemic or pandemic;

M. a plan for determining whether to cancel any planned staff or student travel, including field trips, competitions or performances, study abroad programs, or other travel that may involve travel to affected areas.

The Epidemic/Pandemic Plan should be reviewed annually by the EPRT and updated as appropriate.

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Last Modified by Melanie Oppor on April 7, 2020



Book	Administrative Guideline Manual
Section	4000 Support Staff
Title	USE OF SCHOOL VEHICLE FOR SCHOOL BUSINESS
Code	ag4440C
Status	Active
Adopted	June 18, 2018

4440C - **USE OF SCHOOL VEHICLE FOR SCHOOL BUSINESS**

The District has established the following guidelines for the use of school-owned vehicles in the performance of assigned duties.

- A. Regularly scheduled use will be authorized by the building principal and scheduled by the high school administrative assistant.
- B. Staff must have a copy of their driver's license on file with the District office.
- C. A background check will be conducted to review the person's driving record.
- D. All accidents must be reported to the District Administrator.
- E. All accidents must be reported to the law enforcement agency where the accident takes place at the time of the accident.
- F. A Vehicle Usage Form must be submitted to the high school administrative assistant when returning the vehicle, gas receipts, and keys.

Last Modified by Kayla Reichley on September 9, 2019



Students choosing to excel; realizing their strengths.

To: Board of Education
From: Dr. Melanie J. Oppor
Date: April 6, 2020
Re: Background Check Restrictions

The purpose of this memo is to describe the protocol for reviewing police background check documents. Per Board policy, the district completes a background at the point of initial employment and then updates it every three years except in cases where the Department of Transportation contact the district that an employee has a new “event.”

When the protocols were established about five years ago, it was suggested by Mr. Renning, District Legal Counsel, that the review of the record should be the most recent five years. This means the look-back is a rolling five-year window except in the case of felonies. Felonies are considered on a case-by-case basis based on the criminal activity and any ongoing pattern of similar illegal activity.

Restrictions include:

- No handling of money or school equipment (netbooks, iPads, etc.)
 - This is used when the person owes \$100 or more in debt (one debt or a cumulative total of debts). In most instances in the district, the amount is usually in the thousands and often shows no pattern of attempting to pay the debt.
- Group setting only, no one-on-one with students
 - This is used when the person’s background indicates one or more acts of violence whether against an adult or child. The violence can be verbal, emotional, physical, or a combination thereof. This includes family disputes as it is not uncommon for those disputes to spill over into the school setting or when the person/family attempts to place the district/school in the middle of their dispute.
- No driving of school vehicle or transporting children other than own
 - This is used when the person has more than one routine (i.e. speeding, improper registration, seatbelt violation, no proof of insurance, etc.) traffic violation.
 - Individuals with traffic accidents are evaluated on whether the person/driver was found to be negligent (running a stop sign, inattentive driving, driving too fast for conditions, etc.) Hitting a deer is excluded.
 - No one with an OWI within the five-year window is allowed to use the district vehicles or transport students.
- Other
 - This may have been used once but Mrs. Frazier nor I could recall the instance that wasn’t included in the above three categories but it is available “just in case.”

Denial is also an option. It is used very judiciously in cases where multiple restrictions would apply to the point that the person could not be effective in their paid or voluntary assignment or the burden on the district supervisor becomes burdensome particularly if it detracts from the supervisors’ ability to provide proper attention to students. It could also be used when there are one or more felonies particularly if any of them occurred in the past five years or when it appears there is an ongoing pattern of felonious behavior. Multiple misdemeanors in the past five-year window can also be of concern.



Students choosing to excel; realizing their strengths.

Fitness Center
515 East 4th Street Manawa, WI

(Enter Fitness Center at the west entrance # ?)

Insert entrance
photo here.

- Your first visit is free! Register at either school office or the District Office to see if the Fitness Center works for you.
- Membership cards can be purchased in the District Office and an access fob will be provided to you.
- The Fitness Center is open to both District residents and non-residents.

Fitness Center Hours of Operation

Monday – Friday: 5:00 a.m. - 7:00 a.m. and 6:00 p.m. – 4:00 a.m.

Saturday: 24 hours a day

Sunday: 24 hours a day

The above schedule applies to all student contact days. The Fitness Center will be closed on days when the school is closed due to inclement weather. Watch for specially posted hours for summer and school recesses.

Fitness Center Fees

Monthly and Annual Resident and Non-Resident memberships are available:

Membership Type	Monthly Fee	Annual Fee
Resident Individual	\$10.00	\$20.00
Resident Family	\$30.00	\$40.00
Resident Senior (Age 60+)	Free	Free
Non-Resident Individual	\$30.00	\$300.00
Non-Resident Family	\$40.00	\$400.00

(Children younger than 6th grade are not allowed in the Fitness Center. Manawa Middle School students must be accompanied by an adult during non-school-related Fitness Center usage.)

All District staff (this does not include spouses or adult children) may use the Fitness Center for free as part of the District's Wellness Program but must complete the membership [Application & User Agreement](#) and sign the Fitness Center [Rules](#) before use.

APPLICATION & USER AGREEMENT/RULES

All individuals wishing to utilize the Fitness Center during the designated public hours of operation must complete the membership [Application & User Agreement](#) and sign the Fitness Center [Rules](#) before use.

Adult patrons of the Fitness Center are defined as individuals 18 years of age or older and not currently enrolled in the School District of Manawa. Students in grades 6-12 enrolled in the School District of Manawa are permitted to use the Fitness Center during public use hours. Such students may use the Fitness Center at no cost upon completion of the User Agreement, signing of the Fitness Center Rules, and be in good standing per the school's Code of Conduct.

District locker room services are only available to school-aged children who are permitted to be in the fitness center. Adult/Family changing rooms are available for public use. The public use of the high-school locker room amenities is not allowed.

SCHOOL DISTRICT OF MANAWA FITNESS CENTER USER AGREEMENT

This form must be completed by ALL individuals requesting use of the School District of Manawa Fitness Center and be returned to the District Office located at 800 Beech Street Manawa, WI, 54949

Use of the School District of Manawa Fitness Center pursuant to this Agreement constitutes a “recreational activity” under Section 895.523, Wis Stats, and Board of Education Policy 7510 – Use of Facilities and is subject to this recreational agreement’s terms, conditions and notices.

If use is approved, this form will constitute the written recreational agreement governing the User’s use of the School District of Manawa Fitness Center.

Requesting Users: _____ **Date:** _____

Family members in grades 6th-12th requesting use:

Address: _____
Street City State Zip

Phone#: (H) _____ (C) _____ (W) _____

E-Mail Address: _____

School District Resident: Yes _____ No _____

Membership Type: Individual _____ Family _____ Monthly _____ Yearly _____

Amount: \$ _____

Conditions for Use. All facility users must abide by all policies, rules and regulations of the School District of Manawa, including the attached Fitness Center rules and regulations.

Emergency Contact Name: _____ **Phone #:** _____

Medical Concerns and Allergy Information. Please list any medical concerns and allergy information that staff or medical personnel should be aware of in the event of an emergency:

Name of Primary Physician: _____

Address: _____

Phone Number: _____

WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND INDEMNIFICATION AGREEMENT

This Waiver of Liability, Release of Claims, and Indemnification Agreement is a binding agreement between

_____ (applicant) and the School District of Manawa (“District”).

I agree and acknowledge as follows:

1. **ACKNOWLEDGEMENT OF RISK**. The District provides use of the Fitness Center which is valuable to me and of which I desire to use. I am aware of the inherent risks of serious injury or illness, including, sprains, strains, broken bones, tears, heart palpitations, and in rare cases, paralysis or death that may result from participating in physical activity or my presence or use of the Fitness Center. These risks include, but are not limited to, those caused by over exertion, incorrect form or technique, misuse or malfunction of equipment, slips, falls, and other negligent actions of myself, staff, or other users. I willingly assume this risk. I accept full responsibility for the risks that I am exposing myself to and I accept full responsibility for any injury, illness or death that may result while present at or from participation in any activity or exercise at the Fitness Center. With this knowledge, I am willingly and voluntarily participating in physical activity, and being present at the Fitness Center.

_____ **Initial**

2. **WAIVER OF LIABILITY AND REALEASE OF CLAIMS**. I fully and forever release, acquit, and discharge the District and it employees, administrators, Board members, agents, representatives, volunteers, successors, and assigns (collectively the “Released Parties”) from any and all liability, losses or damages sustained by me or which may be sustained by me in the future as a result of any act, omission, representation, misrepresentation, violation of code or statute, breach of contract, negligence or breach of any duty or obligation of any nature whatsoever by me, by the Released Parties, or any other person, whether in law or in equity, whether sounding in tort, in contract or otherwise, or arising out of or in any way connected with my participation in, my presence at or my use of the District’s Fitness Center, or arising out of any injuries. I assume full responsibility for any risks whether caused by the negligence of the Released Parties or by others. I do not release claims based on reckless or intentional acts, and I do not release claim based on the acts by others who are not Released Parties. Users are notified by this paragraph that the District does not, in connection with authorizing access to and the use of District property under this facility use request/agreement, provide any user or any participant with any type of personal insurance coverage, personal accident coverage, or other personal coverage for any other type of expense, damage, or loss, including but not limit to medical expenses.

_____ **Initial**

3. **INDEMNIFICATION.** I agree to indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including claims for reimbursement, repayment of subrogation of amounts paid on my behalf by third parties relating to any injury or losses I may suffer and have released under paragraph 2 above. I also agree to indemnify and hold harmless the Released Parties from any damage to property or injury, illness or death that I may cause to myself or others. I understand my obligations also include paying or reimbursing the Released Parties for all costs the Released Parties incur in defending or resolving such claims, including attorneys' fees, whether such claims are made by me or someone on my behalf and regardless of the outcome of the claims. I accept full financial responsibility to indemnify the Released Parties, and I accept full financial responsibility for any damage to property or injury, illness or death that I may cause to myself or others.

_____ **Initial**

4. **IMMUNITIES.** In addition to the immunities from liability and the negation of specific legal duties as provided under Section 895.523, Wis. Stats., the School District of Manawa, the Board, and all officers, employees and agents of the District also fully retain all other legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification.

_____ **Initial**

With knowledge of the risks involved and the rights that I give up, I freely sign this binding Agreement and waive the rights I might otherwise have to bring a claim against the Released Parties and with full knowledge of my responsibility of indemnification of the Released Parties. I have considered that if this Waiver of Liability, Release of Claims, and Indemnification Agreement did not provide the protections it gives to the Released Parties, then the costs for engaging in this activity for me would be substantially higher. I have considered whether to pay substantially higher costs rather than negotiating different terms than in this Agreement. I do not want to pay those substantially higher costs or negotiate other terms to this Agreement. I waive my right to negotiate for different terms of this Agreement, and I accept the terms of this Agreement.

User's Affirmation. The individual signing below affirms by his/her signature that he/she is obligated to follow the Agreement's terms and conditions.

Signature of Applicant: _____

Printed Name of Applicant: _____

Date Signed: _____

School District of Manawa Fitness Center Rules

Welcome! We are happy to provide you the use of the District's Fitness Center. In order to keep the Fitness Center in quality condition, the following rules have been established for all authorized users.

- All patrons must complete a training program on how to use the fitness equipment. The purpose of the training is to ensure that the equipment is being used properly to prevent injuries.
- Adult patrons must sign the *Fitness Center Application & User Agreement* and *Fitness Center Rules*.
- Students in grades 6-12 must sign the *Fitness Center Rules*, and must be supervised by a staff member or trained school volunteer when using the Fitness Center.
- Individuals who have not reached sixth grade are not allowed in the Fitness Center at any time.
- Patrons must sign the "User's Log" each time they use the Fitness Center.
- Member patrons may not provide Fitness Center/building access to non-members or bring guests into the Fitness Center.
- Street shoes (including athletic shoes) are not allowed in the Fitness Center. Patrons **must** change into a clean pair of athletic shoes before using the Fitness Center.
- Appropriate dress must be ensured and maintained in a school environment.
- Patrons can have water bottles in the Fitness Center. No sports drinks or food/snacks are allowed in the Fitness Center.
- No one is allowed to use the Fitness Center during school hours without the consent of the physical education instructor or administration.
- Use of the Fitness Center by physical education classes or athletic teams takes precedence over individual use.
- Patrons agree to follow all Fitness Center rules and supplementary posted rules in the Fitness Center. In addition, student users agree to follow all school policies as outlined in the Student/Parent Handbook and the Code of Conduct.
- Adult patrons using the Fitness Center (those 18 years of age and older) must pay user fees for use of the Fitness Center as established by the District.
- Only students currently enrolled in grades 6-12 in the School District of Manawa are permitted to use the Fitness Center. These students may use the Fitness Center at no cost.
- Locker room services are only available to District school-aged children who are permitted to be in the Fitness Center. The public is asked to use the adult/family changing rooms. Public usage of locker room amenities is not allowed.

I have read these rules and understand them. I agree to follow the rules at all times. I accept liability for my own actions and safety while using the School District of Manawa Fitness Center.

I understand that failure to follow all policies and rules will revoke my Fitness Center privileges. I understand that I will be held financially responsible for any damage I cause to school facilities and/or property.

Patron: _____

Date: _____

SCHOOL DISTRICT OF MANAWA 2021-2022 OPTION 2 Revised

- X No School
- O P/T Conferences
- Early Release / Staff Development
- ▲ End of Quarter / Semester
- Inservice

- 8 Insvrc/Work Days
- 2 PT Conf (15 Hours)
- 2 Holidays
- 176 Student Days
- 188 Contracted Days
- 1 hour Early Release Day

JULY						
S	M	T	W	T	F	S
				1	X	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

7/1-23 All District Staff Floating Work Day
Specialized Training
4 - Independence Day (Observed)

21 - End of 2nd Qtr (47 days)
21 - End of 1st Semester
24 - Records / Inservice - No School

20 Student Days - 1 Inservice

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	▲	22
23	X	25	26	27	28	29
30	31					

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

26 - New Curriculum Day
27 - New Teacher Orientation
7/1 - 8/25 All District Staff Floating Work Day-Specialized Training
7/1-8/25 Teacher Floating Day

3 - P/T Conf 3:30 - 7:30 p.m. - Both Schools
10 - P/T Conf 3:30 - 7:00 p.m. - Both Schools
21 - No School - Inservice (Presidents' Day)

19 Student Days / 1 Inservice / 1 PT Conf

FEBRUARY						
S	M	T	W	T	F	S
		1	2	O	4	5
6	7	8	9	O	11	12
13	14	15	16	17	18	19
20	X	22	23	24	25	26
27	28					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	
5	X	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1 - Inservice Day
2 - 1st Day of School
6 - Labor Day - No School

7-11 Spring Break - No School

18 Student Days

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	X	X	X	X	X	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

28 - Early Release - P/T Conf 12:30 to 8 p.m. Both Schools
29 - No School / A.M. Staff Development

5 - End of 3rd Quarter (45 days)
15-18 - Holiday Break - No School

19 Student Days

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	▲	6	7	8	9
10	11	12	13	14	X	16
17	X	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER						
S	M	T	W	T	F	S
	1	2	3	▲	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	X	X	27
28	29	30				

4 - End of 1st Quarter (44 Days)
24 - Early Release - Thanksgiving
25-26 No School - Thanksgiving

18 - Recognition Celebration
28 - Commencement Ceremony
30 - No School - Memorial Day

21 Student Days

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	X	31				

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	X	X	25
26	X	X	X	X	X	

23-31 No School - Holiday Break

3 - Last Day of School / Early Release
3 - PM Records - (40 days)
6, 7 - Make-up Days or Add Minutes

3 Student Days / .5 Recprds & Check Out

JUNE						
S	M	T	W	T	F	S
				1	2	3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

First 6 inclement weather days will not be made up. Day 7 - Make up on April 18th